THE HONOURABLE SRI JUSTICE V.ESWARAIAH

WRIT PETITION No :9229 of 2006

&

C.C.No.752 of 2007

DATED:04-12-2007

BETWEEN:

Syed Shah Alam.

..... PETITIONER

AND

Municipal Corporation of Hyderabad,
Rep., by its Commissioner,
Tank Bund road,
Hyderabad & another.

.....RESPONDENTS

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ORDER:

Heard learned counsel appearing for the petitioner as well as the learned counsel appearing for the respondents.

2. Petitioner is the owner of the premises bearing No.5-6-768/A situated at Darussalam road, Nampally and a portion of the said house which is 16 ft depth admeasuring 76.72 sq.yards was required for widening of road. For that purpose petitioner gave a consent letter, dated 25-08-2005, giving consent to hand over the portion of his house to the depth of 16 ft admeasuring 76.72 sq.yds for widening of Ek Minar to Darussalam to a proposed width of 60'-0".

3. A perusal of the consent letter goes to show that the same is subject to payment of compensation for structures affected/concessions as per G.O.Ms.No.483 MA, dated 24-08-1998, for re-development of the left over portion. It is stated that the respondents have paid part of the compensation for the structures only but no compensation was paid to the land and therefore, petitioners filed this Writ Petition seeking a writ of mandamus directing the authority to pay the compensation for the loss of the land of 76.72 sq.yds also.

4. This Court while admitting the Writ Petition on 28-04-2006 granted interim order making it clear that if the petitioner agrees to cause demolition of the aforesaid property

for the purpose of road widening, he will be entitled to the compensation based on the market value for the alleged constructions as well as the land that is being taken for widening the road. In case the petitioner does not agree for the same, the respondents are directed to acquire the property in question by way of private negotiations or by initiating the proceedings in accordance with law.

5. It is stated that pursuant to the consent letter, a portion of the structures was demolished and in fact, compensation of total sum of Rs.1,69,611/-was paid to the petitioner for the structures vide cheque bearing Nos.143541, dated 24-04-2006, Nos.143188, 141386, and 143187, dated 08-03-2006 (29-03-2006). As the consent was given by the petitioner to avail the benefit of G.O.Ms.No.483 MA, dated 24-08-1998, it is stated that it is not open for the petitioner to question the action of the respondents in demolishing the portion, that too, after payment of the compensation for the structures. However, a counter has been filed in the Contempt Case stating that insofar as the compensation for the land is concerned, 2nd respondent addressed a letter No.768/ TPS/ RW/ C6/ GHMC/2007, dated 01-10-12007, to the Special Deputy Collector, Land Acquisition, Municipal Corporation of Hyderabad, stating that the actual affected area is only
40 sq.yds in respect of the premises of the petitioner bearing No.5-6-768/A and accordingly requested to acquire the said land by invoking emergency clause. As the Land Acquisition proceedings have already been initiated, I am of the opinion that it cannot be said that the respondents have wilfully violated the orders of this Court. More so, when the petitioner himself has

given consent and did not protest and after receiving compensation of the structures only he has resorted to file the Writ Petition.

6. Having regard to the facts and circumstances, I do not see any wilful violation of the said interim order of this Court, and accordingly the Contempt Case is dismissed.

7. Insofar as the Writ Petition is concerned, as the Land Acquisition proceedings have already been initiated Writ Petition is disposed of directing the expeditious completion of the Land Acquisition proceedings. No order as to costs.

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V.ESWARAIAH,J

04th December, 2007.
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